

**NORTH CAROLINA INDUSTRIAL COMMISSION  
RALEIGH, NORTH CAROLINA**

RELEASE OF TORT CLAIM UNDER GENERAL STATUTES 143-291 *et seq.*  
I.C. File No.: TA-21734 (AG No. 10-01277)

KNOW ALL MEN BY THESE PRESENTS, that JOHN GUION DUNN, III (hereinafter "Plaintiff") for the sole consideration of **three thousand dollars (\$3,000.00)**, to be paid by the State of North Carolina, the payment whereof being made under the provisions of General Statutes 143-291 *et seq.*, do hereby release and discharge and by these presents to for Plaintiff, Plaintiff's heirs, executors, administrators and assigns, release and forever discharge the North Carolina Department of Administration, the North Carolina Wildlife Resources Commission, Steven Joe Long, and the State of North Carolina, its officers, employees, servants and agents, individually and officially, of and from any and all personal property, personal injury, and subrogation claims, demands, damages, actions, cause of action of whatever kind or nature, on account of the accident on September 24, 2009 at or near NC 118 towards US 17, in Vanceboro, Craven County, North Carolina, in which there was contact between a vehicle operated by Steven Joe Long and a vehicle operated by Mary Ann Psychas Dunn, and owned by Plaintiff, causing damage to Plaintiff's vehicle.

Plaintiff understands that this release is made as compromise to avoid expense and to terminate all controversy and/or claims for injuries or damages of whatever nature, known or unknown, including future developments thereof, in promise of a disputed claim, and it is therefore specifically agreed that this release shall be a complete bar to all claims or suit for injuries or damages of whatsoever nature resulting or to result from said accident.

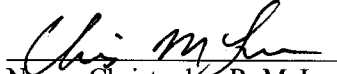
Plaintiff also acknowledges and agrees that all bills of any kind or nature whatsoever incurred by Plaintiff as a result of damages that Plaintiff sustained in said accident have been paid or will be paid out of these proceeds and Plaintiff agrees to indemnify and hold harmless the parties released hereby from any claims by any person or entity seeking the recovery of unpaid bills for services provided to Plaintiff. Plaintiff further acknowledge that no lien by any third party exists on the proceeds of this settlement and I agree to indemnify and hold harmless the parties being released from any claims by any person or entity seeking the recovery of or enforcement of such liens.

Plaintiff further hereby agrees to indemnify and save harmless the released parties of and from any and all claims of any sort from any party claiming to be subrogated or to have any other type of legal or equitable claim to the proceeds or any part of the proceeds paid in exchange for this release. This indemnification extends to and includes indemnification from all costs and attorney fees that might be incurred as a result of such claim.

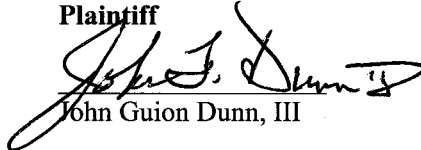
Plaintiff hereby agrees to file a Voluntary Dismissal With Prejudice of this action within 15 days of the receipt of the proceeds of this settlement.

IN WITNESS WHEREOF I, We, have hereunto set my, our, hand(s), this 25<sup>th</sup> day of July, 2014.

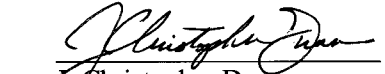
**Attorney for Defendant**

  
Name: Christopher R. McLennan  
Address: NC DOJ  
Tort Claims Section  
P.O. Box 629  
Raleigh, NC 27602  
NC State Bar # 43053

**Plaintiff**

  
John Guion Dunn, III

**Attorney for Plaintiff**

  
J. Christopher Dunn  
Creech Law Firm  
Address: 3130 Fairhill Drive  
Suite 108  
Raleigh, NC 27612  
NC State Bar # 36732